

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO: \_\_\_\_\_

\_\_\_\_\_  
Mobile Traders, Inc.  
8235 NW 64<sup>th</sup> Street  
Miami, FL 33166

and

Ysr Wireless, Inc.  
11003 NW 33 Street  
Miami, FL 33172

Plaintiffs

v.

Federal Express Corporation  
3610 Hacks Cross Road  
Memphis, TN 38125

Defendant

\_\_\_\_\_  
**COMPLAINT**

Plaintiffs Mobile Traders, Inc. (“Mobile Traders”) and Ysr Wireless, Inc. (“Ysr Wireless”) hereby bring this Complaint against defendant Federal Express Corporation (“FedEx”), and allege as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Mobile Traders, Inc. is a Florida corporation with its principal place of business located at 8235 NW 64<sup>th</sup> Street, Miami, FL 33166.

2. Plaintiff Ysr Wireless, Inc. is a Florida corporation with its principal place of business located at 11003 NW 33 Street, Miami, FL 33172.

3. Defendant Federal Express Corporation is a Tennessee corporation, registered to do business in Florida, with its principal place of business located at 3610 Hacks Cross Road Memphis, TN 38125.

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §1332(a) because the parties have complete diversity of citizenship and the amount in controversy exceeds \$75,000.

5. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in Miami, Florida and, for purposes of this action, FedEx is a resident of this district and its registered agent is CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

### **FACTS**

6. On or about December 3, 2021, Assurant/Broadtech, LLC, located at 1401 Lakeway Dr, Suite A, Lewisville, Texas shipped pallets of used cellphones to Mobile Traders, Inc. at 8235 NW 64<sup>th</sup> Street, Miami, FL 33166 on behalf of Ysr Wireless (the “Shipment”).

7. The declared value of the Shipment was \$412,345.03.

8. When the Shipment arrived, approximately half of the phones had been stolen from the packaging.

9. The Shipment has been prepared for transport by Assurant with taped up boxes containing packaging to protect the phones. Each box was labeled with the contents, describing each of the phones inside. The boxes were then stacked on a pallet for transport. The pallet was shrink-wrapped by the shipper in black plastic, so that the contents of the boxes could not be seen through the shrink wrap.

10. Once the pallet was placed into shipment by Assurant pursuant to shipment tracking number 9271096833, only FedEx agents, employees and contractors had access to the goods.

11. When the Shipment arrived in Miami, it was discovered that the pallet's shrink wrap had been cut and then taped up. Approximately half of the phones had been taken out of the boxes and stolen.

12. A claim was made with FedEx on December 8, 2021. See Exhibit A.

13. A police report was filed on December 7, 2021. See Exhibit B.

14. Photographs were obtained at the time of delivery showing the empty boxes that were cut into (not ripped), indicating that the FedEx agent, employee or contractor had the equipment to access the shipment and knowledge of what to look for with a long period of time to access the goods, taking the most valuable phones. See photographs attached hereto as Exhibit C.

## **COUNT I**

### **Civil Theft (Mobile Traders v. FedEx)**

15. Plaintiff Mobile Traders repeats and incorporates by reference the allegations in the preceding paragraphs as if set forth herein at length.

16. FedEx, through its agents, employees and/or contractors, knowingly obtained and used Plaintiff's property with felonious intent and permanently deprived Plaintiff of its right to the property.

17. FedEx, through its agents, employees and/or contractors, knowingly obtained and used Plaintiff's property with felonious intent and permanently appropriated Plaintiff's property to the use of a person not entitled to the property.

18. Plaintiff Mobile Traders invokes the remedies set forth in Sec. 772.11 of Florida Statutes and seeks treble damages and attorneys fees.

19. Notice of Plaintiff's claim for civil theft was provided to FedEx as set forth in Exhibit A and otherwise.

20. Plaintiff has been damaged by FedEx's civil theft in being deprived of its property since December of 2021.

WHEREFORE, Plaintiff Mobile Traders demands judgment in its favor and against Defendant FedEx for damages, interest, fees and costs and for such other and further relief as this Court deems just and proper.

## **COUNT II**

### **Negligence (Mobile Traders v. FedEx)**

21. Plaintiff Mobile Traders repeats and incorporates by reference the allegations in the preceding paragraphs as if set forth herein at length.

22. FedEx, through its agents, employees and contractors, was required to exercise the degree of care in relation to the Shipment and the goods it accepted for shipment, which a reasonably careful person would exercise under similar circumstances.

23. FedEx breached the standard of care by allowing its agents, employees and/or contractors to access Plaintiff's goods and take them out of the prepared Shipment to Plaintiff, depriving Plaintiff of their use and value.

24. FedEx's breach of the standard of care caused damage to Plaintiff by depriving it of the use and value of the goods stolen.

25. Plaintiff suffered damage by being deprived of the use and value of the goods stolen by FedEx agents, employees or contractors.

WHEREFORE, Plaintiff Mobile Traders demands judgment in its favor and against Defendant FedEx for damages, interest, fees and costs and for such other and further relief as this Court deems just and proper.

### **COUNT III**

#### **Breach of Contract (Mobile Traders and Ysr Wireless v. FedEx)**

26. Plaintiffs repeat and incorporate by reference the allegations in the preceding paragraphs as if set forth herein at length.

27. Ysr Wireless executed a FedEx Transportation Services Agreement with FedEx on or about November 29, 2016 ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit D.

28. Ysr Wireless engaged Mobile Traders to obtain the Shipment from Assurant through the Agreement with FedEx.

29. The Shipment was shipped by FedEx pursuant to the Agreement through tracking number 9271096833.

30. The declared value of the Shipment was \$412,345.03.

31. When the Shipment arrived in Miami, it had clearly been tampered with while in the possession of FedEx by FedEx agents, employees or contractors in violation of the terms of the Agreement

32. FedEx breached the Agreement by allowing its agents, employees and/or contractors to access Plaintiffs' goods and take them out of the prepared shipment to Plaintiffs, depriving Plaintiffs of their use and value.

33. FedEx's breach of the Agreement caused damage to Plaintiffs by depriving them of the use and value of the goods stolen.

34. Plaintiffs suffered damage by being deprived of the use and value of the goods stolen by FedEx agents, employees or contractors in violation of the Agreement.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant FedEx for damages, interest, fees and costs and for such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury of all issues so triable.

Dated: December 2, 2022

NEGOVAN LAW, LLC

s/ Julie Negovan

Julie Negovan, Esq.

Florida Bar No. 121450

6001 Umbrella Tree Lane

Tamarac, FL 33319

[Julie.negovan@outlook.com](mailto:Julie.negovan@outlook.com)

c.215-431-9295

o.305-389-5800

Attorney for Plaintiffs